REMARKS/ARGUMENTS

1.   Claims 1-3, 10, 16, 17, 19-21, and 28-31 are Patentable Over the Cited Art

The Examiner rejected claims 1-3, 10, 16, 17, 19-21, and 28-31 as anticipated (35 U.S.C. §102(e)) by Remer (U.S. Patent App. Pub. No. 2003/0088516). Applicants traverse with respect to the amended claims.

Amended claims 1, 10, and 28 concern providing of content data to a client, and require: receiving of a selection of content data from the client; generating a file comprising license information and a locator for the content data, wherein the license information indicates a license status enabling the client to access the content data; sending of the file to the client; and synchronizing with local license related data on the client indicating an updated license status updated based on an amount of client usage of the content data following the sending of the file to the client and before the synchronizing.

Applicants amended these claims to recite that the updated license status is updated based on an amount of client usage of the content data following the sending of the file to the client and before the synchronizing. These added requirements are disclosed in at least para. [0042] of the Specification.

The Examiner cited paras. 77 and 79 of Remer with respect to the sending of the license and the synchronizing. (Office Action, pg. 6) Applicants traverse.

The cited para. 77 discusses an interaction of a POS (point of service) computer and a servicing component. The servicing component pings the POS computer to retrieve the current POS license and verifies that the digital signature of the POS license is valid. The service agent collects a copy of a new POS license into a discovery database. If there is an existing license with the same Node ID, the service agent must synchronize the retrieve the POS license with the existing license in the discovery database.

Para. 79 further mentions that the POS computer upon receiving a license compares the Node ID field of a license from the discovery database with the node ID of the POS's current license. If the Node IDs differ, then the POS discards the discovery database license. If the node IDs are the same, then the POS must synchronize the discovery database license with the POS current license.

Thus, the cited paras. 77 and 79 discuss how to synchronize a license between a POS computer and a service agent. However, nowhere is there any disclosure or mention of the claim requirement of synchronizing with local license related data on the client indicating an updated license status updated based on amount of client usage of the content data following the sending of the file to the client and before the synchronizing. Although the cited Remer discusses how to synchronize a license, there is no disclosure or mention of the claim requirement that the license is updated or synchronized based on amount of client usage of the content data following the sending of the file to the client and before the synchronizing. Instead, the cited Remer synchronizes if the digital signature of the license is valid and the node ID of the POS current license and the node ID in the received database license match.

Accordingly, amended claims 1, 10 and 28 are patentable over the cited art because the cited Remer does not disclose the requirements of these claims.

Claims 2, 3, 16, 17, 19-21, and 29-31 are patentable over the cited art because they depend from one of claims 1, 10, and 28, which are patentable over the cited art for the reasons discussed above.

2. New Claims 39-44 are Patentable Over the Cited Art

Added claims 39, 41, and 43 depend from claims 1, 10, and 28, respectively, and further recite that the amount of usage of the content data comprises the amount of usage at the client after the license status is expired at the client.

The added requirements of these claims are disclosed in at least para. 42 of the Specification

Added claims 40, 42, and 44 depend from claims 1, 10, and 28, respectively, and further require that during synchronization, determining the amount of usage of the content data at the client after the license status is expired at the client and receiving payment for the amount of usage of the content data after the license status is expired, wherein the synchronizing with the local license related data comprises renewing the local license related data to allow continued use of the content data in response to receiving the payment for the amount of usage.

The added requirements of these claims are disclosed in at least paras. 42 and 43 of the Specification

Applicants submit that added claims 39-44 are patentable over the cited art because they depend from one of claims 1, 10, and 28, which are patentable over the cited art for the reasons discussed above and because the additional requirements of these claims in combination with the base claims provide further grounds of patentability over the cited art.

Conclusion

For all the above reasons, Applicant submits that the pending claims 1, 2, 10, 16, 17, 19-21, 28-31, and 39-44 are patentable. Should any additional fees be required beyond those paid, please charge Deposit Account No. 09-0460.

The attorney of record invites the Examiner to contact him at (310) 553-7977 if the Examiner believes such contact would advance the prosecution of the case.

Dated: November 16, 2007

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